



Terms and Conditions - Allflex NZ and MSD Animal Health Social Media Competition – Share a pic of your Kiwi farming paradise and be in to win [“the Competition”]

1. The Competition is conducted by Allflex NZ and MSD Animal Health (Schering Plough Animal Health)

2. How to Enter

2.1 This Competition will commence on **Monday 4th of October, 2021 at 08:00** and close on **Friday 29th October, 2021 at 24:00**.

2.2 Entry into the Competition works as follows:

2.2.1 To enter the competition entrants will be required to:

- a.) Like the Allflex NZ Facebook page,
- b.) Share a photo of their farm to the comments of the Competition post including the farm’s location,

2.2.2 On **Friday the 5th of November, 2021**, winners will be announced. The winners will be selected by a panel of judges appointed by the business and the posts with the most likes will win. Winners will be contacted directly through Facebook Messenger from the official Allflex NZ Facebook account and announced on the Allflex NZ Facebook page.

2.2.3 Entry into the Competition is free.

3. Who can Enter and Conditions of Entry

3.1 The Competition is open to New Zealand residents.

3.2 Entrants must be 18 years or older, be a citizen or permanent resident of New Zealand and be in possession of the relevant identification documents verifying such status.

3.3 Employees, officers, directors, dealers and agents of Allflex NZ and MSD Animal Health and affiliated companies and affiliated and subsidiary companies, representatives, legal advisors, any other advertising, promotion, and fulfilment agencies, and the immediate family or members of their same households (whether related or not) of such employees are not eligible to enter the Competition.

3.4 Multiple entries per Entrant will be permitted.

3.5 The Competition is governed by the laws of New Zealand.

3.6 By entering the Competition, Entrants agree to be bound by these Terms and Conditions. Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) reserves the right to modify the content of these Terms and Conditions with retrospective effect should modification be required to

ensure the proper execution of the Competition.

3.7 Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) reserves the right to withdraw and/or cancel the Competition at any time.

3.8 Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) and or its agencies. Proof of submission of entry is not proof of receipt of entry. Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications.

4. **Winners**

4.1 The Participants selected by the panel of judges as having the most likes will be the winners.

4.2 The Winners will be required to confirm eligibility plus acceptance of the Prize within 7 (seven) days of initial contact. In the event that a Winner does not respond to communications within the 7 (seven) days of initial contact, the Winner will forfeit the Prize and Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) reserves the right at its sole discretion to award the Prize to another Entrant.

5. **Prizes**

5.1 There will be three major prizes as follows

a.) Main prize: One framed A2 full colour print of your selected farm image in posterized style + a copy of Colin Wheelers's **Historic Sheep Stations of New Zealand book**

b.) Secondary prizes (x2): One copy of Colin Wheelers's **Historic Sheep Stations of New Zealand book** for each of the second and third prizes

c.) One spot prize per week of the competition (5 in total), of 2 x Personalised Beanies which will be drawn at random from those who have submitted images to the post within that week.

5.2 Unless expressly stated in these Terms and Conditions, all other expenses and/or costs are the sole responsibility of the Winners.

5.3 The entry and Prizes are personal and non-transferable. No cash alternative or other Prize alternatives are available except as may be required in terms of Clause 5.1.

5.4 The decision of Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) is final and binding in all matters relating to the Competition and Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) will not enter into any further negotiations in relation to the Competition.

5.5 Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) may refuse at its discretion to award a Prize to a particular Winner, if in its opinion any entry conditions have not been adhered to, or if it detects any irregularities or fraudulent activities, relating to the entry/s of a said Winner.

5.6 Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) reserves the right to request the Winner to participate in public events in relation to the Competition. In particular, Allfex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) may wish to publish the Winner's name and photographs on the Allfex NZ Facebook page and/or on their website or another social media page or newsletter or webpage etc.

5.7 All Entrants and the Winners, as the case may be, indemnify Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) its parent company, affiliates, directors, officers, suppliers and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way whatsoever in the Competition (including, as a result of negligence, misrepresentation, misconduct or otherwise on the part of Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited))

5.8 Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) accepts no responsibility of whatsoever nature for any injury, loss, expense or damage suffered or incurred by any Entrant or the Winner as a result of participating in the Competition or as a result of accepting and use of the Prize.

6. Personal Identifiable Information.

6.1. Use of Personal Identifiable Information:

6.1.1. Entrants' Personal Identifiable Information will be collected by Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) for the purpose of conducting and promoting the Competition (including, but not limited to determining and notifying the Winner). Entrants' personal information may be disclosed to agencies employed by Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) to conduct the Competition.

6.1.2. Personal Identifiable Information collected in connection with the Competition will be used in accordance with these Terms and Conditions, Allflex NZ Privacy Policy and MSD Animal Health (Schering-Plough Animal Health Limited) Privacy Policy.

6.1.3. By the submission of Personal Identifiable Information in connection with an entry, Entrants consent to the use and disclosure thereof in terms of Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) Privacy Policy and these Terms and Conditions. Entrants further agree that they will not submit any information containing the images of any other person unless the Entrant has received prior consent from that person to such submission and his/her consent to use thereof connection with the Competition.

6.2. Use of images

6.2.1. Any images submitted in connection with the Competition will be displayed on the Allflex NZ Facebook page and/or on Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) web pages.

6.2.2. By entering the Competition, Entrants agree that images may be broadcast via digital feeds or printed for physical events, and further that these images can be used for marketing and promotional material and activities by Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) and affiliated companies, during and beyond the Competition at its discretion and as is required.

6.2.3. Entrants grant to Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited)), its affiliates and sub-licensees, a non-exclusive worldwide, royalty free licence to use, copy, display publicly, distribute, modify and alter any materials, including without limitation video/text/photo material, submitted in connection with the Competition (to the extent not assigned to Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) hereunder), with the right to sublicense and assign the foregoing rights. Each Entrant hereby represents that they own all rights to materials, including without limitation video/text/photo material, submitted in connection with the Competition.

6.2.4. Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) does not condone submissions that are untrue, contain copyrighted content; condone or promote illegal activity; are derogatory to members of a particular race, nationality, sex, sexual orientation or religion or incite

hatred of particular groups; are abusive, bullying or name calling of other people; are cruel to animals; that contain excessive use of vulgar language; that in any way expose information of a private nature; are spam; are pretending to be someone famous; compromise children's safety; depict cigarettes, alcohol, drugs or nudity in the presence of children; display images of full nudity; are sexually explicit; depict violence, sadism or cruelty; include weapons or imitation weapons; condone illegal drug usage; represent any corporation negatively; include any personal or commercial solicitation or advertising; include broadcast material from TV or radio; are political in any way; or contain sensitive information about someone's mental or physical health. Any submissions which contain the aforementioned content will be marked as inappropriate, deleted and may be reported to the appropriate authorities.

6.2.5. Submissions must not contain i) defamatory statements, ii) threats to any person, place, business, or group, iii) any dangerous behaviour, iv) any unacceptable clothing or adornments, v) any commercial/corporate advertising, or vi) any indecent behaviour, profanities or obscenities.

6.2.6. Submissions must not: i) disparage persons or organisations associated with Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) products, ii) invade privacy or other rights of any person, entity, or iii) in any other way violate applicable laws and regulations. Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) reserves the right in its sole discretion to disqualify any entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) or any other person or entity, or does not comply with these requirements or these Terms and Conditions.

6.2.7. Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) reserves the right to remove any inappropriate content at any time at its sole discretion.

6.3. Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operation of this Competition is a violation of legislation and should such an attempt be made; Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) reserve the right to seek damages from any such Entrant to the fullest extent permitted by law.

6.4. Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) are not responsible for any technical malfunction of any computer online systems, servers or providers, computer equipment, software failure of any email or entry to be received on account of technical problems of traffic congestion on the Internet, telephone lines or at any website, or combination thereof, including any injury or damage to an Entrant's or any other person's computer or mobile telephone related to or resulting from participation in relation to the Competition. By entering the Competition, Entrants agree that no claim relating to any such loss or injury (including without limitation special, indirect or consequential losses) shall be asserted against Allflex NZ or MSD Animal Health (Schering-Plough Animal Health Limited) (or both).

6.5. This Competition is not sponsored, endorsed or administrated by Facebook, Twitter or Instagram. You are providing your information to Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited) and not to social platforms. The information you provide will only be used by Allflex NZ and MSD Animal Health (Schering-Plough Animal Health Limited).

7. Entrant Consent By submitting an entry, each Entrant hereby consents to the use and reuse by Allflex and MSD Animal Health (Schering-Plough Animal Health Limited), any of its respective licensees, assigns, parents, subsidiaries, divisions, business units, or affiliated entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of the Entrant's name and image in any and all media now known or hereafter devised, worldwide, in perpetuity, in or in connection with the Competition.

8. Privacy Policies

8.1 Please read the MSD Animal Health (Schering-Plough Animal Health Limited) Privacy Policy: (<https://www.msdprivacy.com/nz/en/index.html>)

8.2 MSD Animal Health will collect, record and use your personal information for the purposes of your entry into the competition and contacting you. If you choose not to provide us with your personal information, we may not be able to fulfil these purposes. We will keep your personal information for only as long as is necessary to carry out the purposes described above (unless we are required or permitted by law to hold the information for a longer period). We may disclose your personal information to organisations who assist us and our affiliated companies (which may be located in other countries including United States, United Kingdom, Philippines, China and India). If you would like to know more about our privacy policy, including how to access and seek correction of the personal information MSD Animal Health holds about you, how to complain about a breach of the New Zealand Privacy law, and how MSD Animal Health handles such complaints, please go to <https://www.msdprivacy.com/nz/en/index.html> or contact our Privacy Officer at PO Box 99-851, Newmarket, Auckland 1149, +64 9 523 6000, PrivacyOfficeANZ@merck.com.